



**Rental Agreement**

I authorize a deposit equal to one day rental to be charged to my credit card and the final amount due 24 hours before equipment rental begins plus a refundable security deposit equal to one day rental rate. I understand I am fully responsible for the scooter during the rental period and any damage or loss incurred while in my possession and guarantee I have provided accurate height and weight information to assure proper use and performance of the scooter I am renting. I may cancel my rental and receive a full refund up to 48 hours prior to my rental delivery time and must call in my cancellation to Scooter Vacations at 1 (407) 705-3705 and receive a cancellation confirmation number. I understand that I qualify for free delivery only if I choose to rent a scooter for three (3) days or more and that my delivery and/or pick-up location is within 10 miles of the Walt Disney World Resort. Further, I understand that in the event that I reserve a scooter for less than three (3) days or if my requested delivery and/or pick-up location is between 11 and 20 miles from the Walt Disney World Resort I will be assessed a \$25 delivery charge, and that if I require delivery to or pick-up from a location further than 20 miles from the Walt Disney World Resort I must contact Scooter Vacations for a delivery fee quote. If my scooter is not present at the pick-up location at the time I designate (during reservation or by pre-arrangement by phone), I understand that I will be charged for the extra rental day(s) in excess of this lateness, with the first penalty day beginning at the time of the originally negotiated pick-up time, and that I will further incur a supplemental pick-up fee of \$25. I acknowledge that this policy also applies in the event that neither I nor my representative are in attendance at the scheduled delivery or pick-up time for any location that requires my presence for service, such a private home or gated community. I hereby agree to take sole responsibility for any damages outside of normal wear and tear of the mobility scooter unit including accessories such as the battery charger and key while in my possession; my possession starts when I receive the rental unit and ends when I return the rental unit. I understand that I am personally responsible for all vandalism and or loss of equipment and I authorize JA&K Marketing d.b.a. Scooter Vacations to charge any damages to my credit card provided for rental. I understand and authorize JA&K Marketing d.b.a. Scooter Vacations to charge my credit card a lost battery charger fee of \$80 and a lost key fee of \$10. In the case that I request Scooter Vacations to deliver to me a replacement battery charger or key, or if I request delivery of additional batteries because I have not properly charged my original batteries after each use, I will be assessed an additional delivery fee of \$25 as long as the delivery location is within 10 miles of my original delivery location and/or at one of the Orlando area theme parks. If the delivery location is outside of the aforementioned areas, replacement items may not be deliverable to me. In the case that the unit is returned without damage, I understand my deposit will be refunded to my credit card within 72 hours. If a dispute arises, I agree to a third party company appointed by JA&K Marketing d.b.a Scooter Vacations, not associated with either myself or JA&K Marketing d.b.a Scooter Vacations, will decide the cost of damages or replacement value if both parties cannot reach a mutual agreement. The renter shall pay any legal fees incurred by JA&K Marketing d.b.a Scooter Vacations to obtain monies owed by the renter.

I understand that, in the event that I rent a scooter while lodging at a Scooter Vacations registered Reservation Partner or On-Site Rental Partner hotel or resort, or if I book through and/or travel with a registered Reservation Partner tour organizer or group travel service, Scooter Vacations and its representatives may, at their exclusive discretion, choose to suspend any or all customer delivery and/or supplementary or replacement accessory fees as outlined above as part of Scooter Vacations' negotiated written agreements with individual Reservation Partner companies. In such cases, I understand that Scooter Vacations may notify me directly or via the participating Reservation Partner with any amendments to my reservation.

**Waiver of Liability and Hold Harmless Agreement**

I hereby release, waive, and discharge the right to seek medical reimbursement or the legal prosecution of JA&K Marketing d.b.a. Scooter Vacations for any physical injury resulting or property damage from the use of the rental equipment provided by JA&K Marketing d.b.a. Scooter Vacations. I agree to be the sole person driving the rental scooter and I am fully responsible for any person/s who, with or without my consent, sit on, stand, or ride the mobility scooter and I hereby indemnify JA&K Marketing d.b.a. Scooter Vacations for any legal prosecution from physical injury resulting to myself or someone else or property damage from the rental equipment provided by JA&K Marketing d.b.a. Scooter Vacations.

It is my express intent that this Release and Hold Harmless Agreement shall bind my family if I am alive and my heirs, assigns and personal representative if I am deceased. It shall be deemed as a release, waiver, discharge, and covenant not to sue JA&K Marketing d.b.a. Scooter Vacations, independent contractors, officers, agents, employees, and affiliates.

Lessee/Renter/Driver Name (Printed): \_\_\_\_\_

Lessee/Renter/Rider Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

*Updated April 24, 2007*

